

**West Valley City
Professional Services Agreement
Storm Water Outreach and Education Plan**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter the “CITY”), located at 3600 Constitution Boulevard, West Valley City, Utah, and J.U.B. Inc. (hereinafter “J-U-B”), with a location of 466 North 900 West, Kaysville, UT 84037.

W I T N E S S E T H :

WHEREAS, the CITY wishes to develop a plan for storm water outreach and education for the businesses and residents of West Valley City (hereinafter the “Project”); and

WHEREAS, the CITY desires to contract with a professional engineering firm to assist the CITY with development of the Project; and

WHEREAS, J-U-B is a professional engineering firm that has the qualifications, expertise, and desire to provide the necessary services to the CITY; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

A G R E E M E N T :

1. **J-U-B’s Obligations.** J-U-B agrees to perform the work necessary to complete the following tasks as outlined below:
 - a. **Project Management.** Produce meeting agendas and minutes as needed to plan, schedule, facilitate, and document a project kick-off meeting with CITY staff; plan attend, and document five (5) progress update meetings with the CITY; coordinate as needed with project team; review, prepare and submit monthly invoices; manage team staffing and coordinate resources.
 - b. **Situational Assessment.** Develop stakeholder interview guide; identify participants and schedule, conduct, and document twenty two (22) key person interviews, utilizing translation services as necessary; produce a summary report of stakeholder interviews.
 - c. **Public Surveys.** Develop and conduct a residential phone survey with a sample of 500 residents; develop and conduct a business phone survey with a sample of 100

businesses; prepare a summary report and provide results of residential and business phone surveys.

- d. Customized Outreach Plan. Evaluate findings from Situational Assessment and develop a targeted Community Outreach and Education Plan.
2. Project Schedule. J-U-B shall complete the work as set forth in Section 1 of this Agreement within six (6) months of the execution of this Agreement, which completion time may be extended by the CITY, at the CITY's sole discretion.
3. CITY's Obligations.
 - a. In consideration for the work performed by J-U-B, as set forth in Sections 1 and 2 above, the CITY agrees to pay J-U-B for the cost of services up to a maximum fee of Sixty Eight Thousand Three Hundred Fifty Dollars (\$68,350).
4. Term of Agreement. This Agreement shall commence upon execution by the parties and shall continue for a period of six months or until either of the following occurs:
 - a. J-U-B completes the work set forth in this Agreement.
 - b. The CITY has paid J-U-B the maximum compensation amount of Sixty Eight Thousand Three Hundred Fifty Dollars (\$68,350).
5. Termination.
 - a. In the event J-U-B fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the CITY may serve written notice thereof upon J-U-B, and if J-U-B fails within a period of three (3) days thereafter to correct failure, the CITY may terminate this Agreement upon written notice to J-U-B. Upon such termination, J-U-B shall immediately cease its performance of this Agreement and the City shall determine and pay to J-U-B the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, J-U-B shall not be relieved of liability to the CITY for damages sustained by virtue of any breach by J-U-B.
 - b. The CITY also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the Project. Such terminations shall be accomplished by written notice to that effect, delivered to J-U-B. Upon receipt of such notice, J-U-B shall immediately cease work. Payment to J-U-B shall be made for work performed prior to receipt by J-U-B of

such termination notice, together with J-U-B's cost for closing down its work, and J-U-B shall have no claim for loss of anticipated profits or any additional compensation.

- c. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to J-U-B, J-U-B may serve written notice thereof upon the CITY, and, if the CITY fails within a period of seven (7) working days thereafter to correct such failure, J-U-B may terminate this Agreement upon written notice to the CITY. J-U-B accepts no liability in such circumstances for damages or delays that result from its suspension of work.
6. **CITY Representative.** The CITY hereby appoints Russ Willardson as the CITY's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by J-U-B is timely and adequately performed, and to provide for CITY approvals as may be required by this Agreement or the nature of the work. The CITY's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. J-U-B understands and agrees that the CITY's representative shall have no control over the means, methods, techniques, or procedures employed by J-U-B, it being clearly understood that the CITY is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of J-U-B.
7. **Additional Conditions.**
 - a. CITY will furnish all applicable criteria and operating standards needed to meet CITY requirements.
 - b. The originals of drawings, calculations and other data will remain J-U-B's property whether the Project is completed or not. Reproducible copies of this data will be furnished to the CITY for the CITY's use or distribution.
8. **Independent Contractor.** It is understood and agreed that J-U-B is an independent contractor, and that the officers and employees of J-U-B shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.
9. **Conflict of Interest.** J-U-B warrants that no City employee, official, or agent has been retained by J-U-B to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of J-U-B, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
10. **Indemnification and Insurance.** J-U-B agrees to indemnify, and hold the CITY harmless from and against damages and expenses, including reasonable court costs and

attorney's fees, by reason of liability imposed against the CITY for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise, resulting from the J-U-B's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages, intellectual or otherwise, are attributable to the negligence of J-U-B and/or J-U-B's consultants, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the CITY. As used in this section, the CITY shall also refer to the officers, agents, assigns, volunteers, and employees of the CITY.

J-U-B will maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

1)	Worker's Compensation	
	State	Statutory
	Employer's Liability	\$100,000
2)	Commercial General Liability	
	Bodily Injury and Property Damage	\$2,000,000
	Aggregate	\$4,000,000
3)	Automobile Liability	
	Per-Occurrence Limit	\$2,000,000
4)	Professional Liability	\$2,000,000

11. **Subcontract Assignment.** Neither party shall assign any rights or interest herein without prior written consent of the other party.
12. **Attorney's Fees.** In the event of default hereunder, all costs incurred in enforcing this Agreement, including reasonable attorney's fees, whether legal services are provided by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise, shall be allocated in accordance with State law.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.

16. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
17. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to J-U-B: J-U-B Engineers, Inc.
 466 North 900 West
 Kaysville, UT 84037
 Telephone: (801) 547-0393
 Facsimile: (801) 547-0397

If to the CITY: West Valley City Public Works Department
 Attn: Russ Willardson, Director
 3600 South Constitution Blvd.
 West Valley City, Utah 84119
 Telephone: (801) 963-3448
 Facsimile: (801) 963-3499

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(Signatures follow on next page)

WEST VALLEY CITY

Ron Bigelow, Mayor

ATTEST:

Sheri McKendrick, City Recorder

J-U-B ENGINEERS, INC.

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ [title] of J-U-B Engineers, Inc., and that this Professional Services Agreement was signed by him in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

Notary Public